

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

HANS MOKE NIEMANN,

Plaintiff,

v.

SVEN MAGNUS ØEN CARLSEN A/K/A
MAGNUS CARLSEN, PLAY MAGNUS AS
D/B/A PLAY MAGNUS GROUP, CHESS.COM,
LLC, DANIEL RENSCH A/K/A “DANNY”
RENSCH, AND HIKARU NAKAMURA,

Defendants.

Case No. 4:22-cv-01110-AGF

**DECLARATION OF DANIEL RENSCH
IN SUPPORT OF DEFENDANT DANIEL
“DANNY” RENSCH’S MOTION TO
DISMISS PLAINTIFF’S SECOND
AMENDED COMPLAINT AND
CHESS.COM, LLC’S MOTION TO
DISMISS PLAINTIFF’S SECOND
AMENDED COMPLAINT AND/OR TO
COMPEL ARBITRATION**

Hon. Audrey G. Fleissig

I, Daniel Rensch, make this declaration in support of my motion to dismiss the Second Amended Complaint (“SAC”) for lack of personal jurisdiction and for failure to state a claim, submitted herewith in the above-captioned suit, and in support of Chess.com, LLC’s (“Chess.com’s”) motion to dismiss the SAC for failure to state a claim and/or to compel arbitration. The statements made herein are based on my personal knowledge and a reasonably diligent investigation conducted to date. I hereby declare that:

1. I have personal knowledge of the matters set forth in this declaration, and I can testify competently thereto.
2. I am a defendant in the above-captioned suit brought by Plaintiff Hans Niemann (“Niemann”).
3. I have been the Chief Chess Officer (“CCO”) of Chess.com since 2015. Chess.com is also a defendant in the above-captioned suit. As CCO, my duties are wide-ranging, and include

but are not limited to overseeing the strategic direction and day-to-day operations of Chess.com's content and professional relations departments and Chess.com's relationships with the professional chess community. In my position as CCO, I manage over 150 Chess.com employees.

4. I reside full-time in Draper, Utah and have since the end of 2020. Prior to that, I lived in Arizona.

5. I perform my day-to-day responsibilities as CCO of Chess.com in Utah. On occasion, I travel outside of Utah in order to work on professional relations for Chess.com and to manage and/or commentate on certain Chess.com or Chess.com-sponsored events. For example, I traveled to Toronto, Canada to manage and commentate on Chess.com's Global Chess Championship in November of last year.

6. I do not personally employ, nor have I ever personally employed, any individual in Missouri.

7. I am not currently, nor have I ever been, a citizen of Missouri. I currently have no plans to move to Missouri.

8. I do not currently own, lease, rent, possess, or control, nor have I ever owned, leased, rented, possessed, or controlled, real or personal property or any other asset or thing of value in Missouri.

9. I do not currently hold, nor have I ever held, a license of any kind issued by Missouri.

10. I do not own, nor have I ever owned, any type of interest in any Missouri company or in any company that I know to have substantial operations in Missouri.

11. I do not currently maintain, nor have I ever maintained, a bank account, safe deposit box, mailing address, post office box, or telephone listing in Missouri.

12. Chess.com is a Delaware limited liability company with its principal place of business in Utah.

13. Chess.com does not maintain, and has never maintained, an agent authorized to accept service of process in Missouri.

14. Any actions I have taken with respect to the day-to-day operations of Chess.com were done solely for and on behalf of Chess.com to further its business, and not in my individual capacity.

15. On August 24, 2022, Chess.com announced through a statement on its website that it had submitted an offer to acquire Play Magnus Group, and that it expected it to take approximately six to eight weeks for the acquisition process to finalize. *See* <https://www.chess.com/news/view/chesscom-playmagnus>. I appeared on a video call with Magnus Carlsen (“Carlsen”) to make this announcement, *see* <https://www.youtube.com/watch?v=DP-K0mYHeD0>, and a link to a recording of that video was embedded in the press release on Chess.com’s website. When I participated in the video conference with Carlsen, I was not located in Missouri. On December 21, 2022, I participated in another video conference with Carlsen during which we announced the closing of the merger. I also was not located in Missouri during this second announcement.

16. I understand that Niemann alleges that in 2016, I temporarily banned chess player Akshat Chandra from Chess.com for cheating in online play, and “threatened” to make that ban permanent. (SAC ¶ 60.) I was not located in Missouri when I informed Mr. Chandra of his ban. I also understand that Niemann alleges that I once claimed that Chess.com algorithms confirmed that another chess player, Teimour Radjabov, cheated. (SAC ¶ 183.) Of course, Niemann provides no factual detail to support that allegation. And indeed, I never made this claim.

17. Niemann alleges that I was in St. Louis, Missouri for the Sinquefield Cup. (SAC ¶ 24.) While I attended the Sinquefield Cup’s Opening Ceremony on September 1, 2022 and its first two rounds (as did hundreds of others in the chess world), I left Missouri on September 4, 2022, before Niemann faced Carlsen in the Cup’s third round. I did not attend Niemann’s game against Carlsen.

18. Niemann alleges that on September 8, 2022, I caused Chess.com’s Twitter account to post a statement regarding Niemann. (SAC ¶ 111.) When the tweet Niemann references was posted, I was not located in Missouri.

19. Niemann alleges that I sent to the media years-old emails between myself and Grandmaster Maxim Dlugy on or around September 26, 2022. (SAC ¶ 149.) I was not located in Missouri at that time.

20. Niemann alleges that I participated in an interview with The Guardian on or around September 23, 2022. (SAC ¶ 114.) I was not located in Missouri when I participated in that interview.

21. On October 4, 2022, Chess.com posted a copy of a report titled “Hans Niemann Report” to its website. *See* <https://www.chess.com/blog/CHESScom/hans-niemann-report>. Niemann references this report prominently in the SAC. (SAC ¶¶ 171-79.) In my position as CCO for Chess.com, I was involved in drafting, reviewing, and finalizing the Report. When the Report was posted to Chess.com’s website, I was not located in Missouri. A true and correct copy of the October 4, 2022 “Hans Niemann Report” referenced in the SAC is attached hereto as **Exhibit 1**.

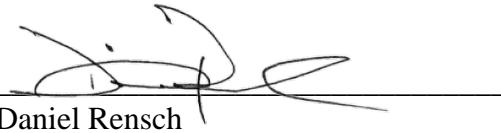
22. On August 11, 2022, Hans Niemann signed an agreement with Chess.com to participate in Chess.com’s Global Championship Knockout Phase (“CGC Agreement”). Niemann references the CGC Agreement prominently in the SAC, and it is the basis of his new breach of

contract claim against Chess.com. (SAC ¶¶ 100, 246-51.) In my position as CCO for Chess.com, I was involved in overseeing the process of compiling participants' agreements to compete in Chess.com's Global Championship Knockout Phase. A true and correct copy of the CGC Agreement referenced in the SAC is attached hereto as **Exhibit 2**.

23. The CGC Agreement incorporated by reference Chess.com's Global Championship Official Rules. (See CGC Agreement §§ B.1, B.4.1, B.6.6, B.7.1; *id.* at 5.) In my position as CCO for Chess.com, I was involved in reviewing, drafting, and overseeing the implementation of Chess.com's Global Championship Official Rules. A true and correct copy of the referenced Global Championship Official Rules is attached hereto as **Exhibit 3**.

24. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 24th day of January, 2023 at Draper, Utah.



Daniel Rensch

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on January 24, 2023, the foregoing document was served on all counsel of record by ECF.

DATED: January 24, 2023

/s/ Nima H. Mohebbi

Nima H. Mohebbi (# 275453CA)

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